

IN THE WESTERN DISTRICT OF WASHINGTON MAY 13 2022  
AT SEATTLE CHAPTER 13 BANKRUPTCY

MARK L. HATCHER, CLERK  
OF THE BANKRUPTCY COURT

Date May 11<sup>th</sup>, 2022

Case no. 2210270

Karie A. Simmons

11127 NE 162<sup>ND</sup> St.

Bothell, WA 98011

Plaintiff,

vs.

PHH Mortgage

1 Mortgage Way.

MT Laurel NJ, 08054

Defendant,

FINAL NOTICE OF DEFAULT

NOTICE TO CEASE AND DESIST

FINAL NOTICE TO FILE DEFENDANT'S

RELEASE OF CLAIM

**REGISTERED MAIL NO.**

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**FINAL NOTICE OF DEFAULT \* NOTICE TO CEASE AND**  
**DESIST IN DEFENDANT'S FRAUDULANT ACTIVITIES \***  
**FINAL NOTICE OF RELEASE OF CLAIM \* PLAINTIFF'S**  
**FINAL NOTICE OF UN-REBUTTED AFFIDAVIT AND**  
**DECLARATION OF THESE FACTS**

Reference TIN# 22-2195996

Account No. 7131401882

Plaintiff, Karie A. Simmons, does hereby "***lawfully notice***" PHH Mortgage that, for the record, as of this date, they have "***once again willfully failed to file***" their "***Proof of Claim***" in the above listed Bankruptcy Case. Defendant also, once again, failed or intentionally refused to show up at the last scheduled 341 Creditors Meeting on May 2nd, 2022. Further, you were lawfully **put on Notice of this Pending Case** via three previous Certified Letters that Plaintiff

previously sent to you marked, Exhibits C, D and E in this Registered Letter. This Letter is your **“4th and Final Notice of Your Default”**, to remind you that you had a lawful duty under the Bankruptcy Laws to file a **“Valid Proof of Claim”** in this Bankruptcy Estate to protect any lawful interest that you might have had in this Estate. **Because you have not filed a lawful or valid “Proof of Claim” within the time the law required you to do so, your silence, your non-performance, your Bad Faith in this matter is the lawful evidence and proof that the Defendant in this case has Acquiesced by default, and that they have no lawful claim or valid interest in the specific Bankruptcy Estate within this Case.**

**This letter is also your Final Notice to file a “RELEASE OF CLAIM” IMMEDIATELY, in the interest of the Plaintiff within this specific case. Or if the Plaintiff in this case does not receive this “Release of Claim” from the Defendant within the next 10 days from the date of this Notice, the PLAINTIFF IN THIS CASE WILL EXERCISE HER RIGHT, AND FILE A MOTION WITH THE BANKRUPTCY COURT, AND PETITION THE COURT TO HAVE DEFENDANT’S ALLEGED SECURE DEBT LAWFULLY DISCHARGED IN FULL, TO PROTECT THE PLAINTIFF’S INTEREST IN HER ESTATE.**

Therefore, the only documentation that is demanded or required from you at this time, is that you file your **“Release of Claim”**, as you have waived your legal right to file a lawful **“PROOF OF CLAIM”**. PHH Mortgage is now in “Administrative Default”, and has acquiesced by its silence and its non-performance, and by these actions, the Defendant does not at this time have any lawful standing or basis to bring forth any lawful remedies, or claims. The Defendant in this instant case would have been entitled to claim lawful remedies, had the Defendant timely filed their **“PROOF OF CLAIM”** within the time allowed within this Bankruptcy Case. However, as the record shows, the Defendant **PHH Mortgage** has failed to do so. Therefore, this final lawful action of voluntarily **“Releasing your interest or Claim”** needs to be completed by your lawfully appointed legal representative immediately, within the next 10 days from the Date of this **“Final Notice of Default”**.

Defendant’s **“willful failure to respond”** to this **“Final Notice of Default”** will be taken by the Plaintiff as a **Dishonor**, in that the Defendant is and has been acting in **Bad Faith** in this matter. Further, Defendant’s Silence and their Non-performance will now be used as evidence by the Plaintiff that the Defendant in this Case has acquiesced in this matter. Therefore, it will be treated as an Administrative Default, per the Administrative Procedures Act of 1946. Again, if Defendant **“fails to respond”** voluntarily within the time allowed in this **“Final Notice of Default”**, Defendant’s silence will give the Plaintiff in this instant case the lawful right to file a motion or to Petition the Court within this Bankruptcy Case. This action will provide the Plaintiff with the lawful basis for the DEFENDANT’S ALLEGED SECURED DEBT to be LAWFULLY DISCHARGED, TO PROTECT THE PLAINTIFF’S INTEREST IN HER ESTATE.

Defendant’s **“willful failure to produce”** the **Original “WET INK” Signature on the Original Promissory note** has been taken by the Plaintiff as a Dishonor, and that the Defendant

is and has been acting in **Bad Faith and in Dishonor** in every step of these Bankruptcy proceedings.

Further, Defendant's "**willful failure to show up**" once again, for the 2<sup>nd</sup> time, at the 341 Creditors meeting on May 2<sup>nd</sup>, 2022, shows that the Defendant's in this case have been continually and consistently acting in "**Bad Faith and in Dishonor**", and these facts will now be used by the Plaintiff in this case as lawful evidence that **PHH Mortgage** has acquiesced by their silence and their non-performance in this matter, therefore, these actions and inactions will now also be treated as an "**Administrative Default**", as per the Administrative Procedures Act of 1946.

Defendant's "**willful failure to produce**" the lawful evidence that they are in fact the lawful bona-fide **Secured Creditor or a lawful Note Holder of Due Course** has been taken by the Plaintiff in this case as a Dishonor, and that the Defendant is and has been acting in "**Bad Faith and Dishonor**" in every step in these Bankruptcy proceedings.

Defendant's "**willful failure to produce**" their **GAAP Book entry as evidence of their debit of the Creditor's transactions in this case**, has now become lawful evidence that the Defendant in this case has been acting in "**Bad Faith and Dishonor**" in every step in these Bankruptcy Proceedings.

Defendant's "**willful failure to produce**" the required documentation that was lawfully required of them, which was listed and outlined in the past three CERTIFIED or Registered MAILINGS, has become the lawful evidence that the Defendant's Secured Creditor position in this matter lacked the necessary lawful elements for the Defendant to file a "**Valid Proof of Claim**", thereby committing Civil Fraud, in this Chapter 13 Bankruptcy Case. (See Exhibit A)

Therefore, Defendant's "**willful failure to produce**", or by Defendant's "**Unwillingness to Stipulate**" in this instant Bankruptcy Case that the Defendant is in fact:


- 1) A lawful "**Note Holder of Due Course**".
- 2) A lawful Secured Creditor as the Defendant has **willfully refused** to provide their "**GAAP Book Entry**" as evidence of Defendant's debit within this Bankruptcy.
- 3) Unwilling to produce "**lawful Wet Ink Signature**" on the original note as required by law.
- 4) Unwilling or unlawfully refusing to file a "**Proof of Claim**" under penalty of perjury in this instant Bankruptcy Case, to defend their Secured Creditors position.

Because of these documented facts listed above, the Defendant in this case has violated the requirements of the TILA, in this Bankruptcy Case. Defendant's Actions, of Silence, Bad Faith, Dishonor, Non-performance, and then finally Acquiescing to all the facts stated above in this Bankruptcy Case have also provided the necessary and lawful "**Prima Facie**" evidence that the Defendant has been attempting to collect money from the Plaintiff in the past, on the basis of Criminal and Civil Fraud. (See Definition of Fraud in Exhibit A)

Now to the final question of **PHH Mortgage's** alleged Secured Creditors Debt in this instant Bankruptcy Case. Plaintiff claims that because of Defendant's Actions or inactions and the documented facts in this instant Case, Defendant's alleged secured debt in this Chapter 13 Bankruptcy is hereby moot. Therefore, Plaintiff believes that said Debt can be lawfully discharged by the Court within this Bankruptcy Case, because of the Defendant's **"willful failure to defend"** its alleged **Secured Creditors Debt**, when **PHH Mortgage** was lawfully notified three times via Certified or Registered Mail that it was required to do so by Law. Therefore, the Defendant has forfeited their lawful right to claim any right to do so now, and or in any future foreclosure actions that might be pursued by the Defendant.

In closing, this **"Final Notice of Default and Cease and Desist"** will lawfully take effect, unless **"PHH Mortgage"** files an action in this instant Bankruptcy Case within the next 10 days from receipt of this **"Final Notice of Default"**. At that time, this **"Final Notice of Default"** and the accompanying **"Final Notice of Unrebutted Affidavit and Declaration of these Facts"** (See Exhibit B) will become the **"Judgment in Commerce"**, and **PHH Mortgage** will no longer have any lawful or valid claim over the Plaintiff's Estate.

Sincerely,

 Date 5/11/22  
Karie A. Simmons, Plaintiff

**Enclosed Exhibits:**

Exhibit A. Definitions of Fraud

Exhibit B. **Plaintiffs Final Notice of Unrebutted Affidavit and Declaration of these Facts.**

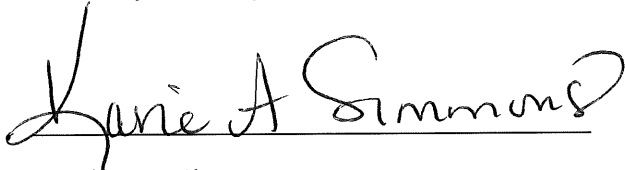
Exhibit C: Plaintiffs 1<sup>st</sup> Notice to PHH Mortgage.

Exhibit D. Plaintiffs 2<sup>nd</sup> Notice to PHH Mortgage.

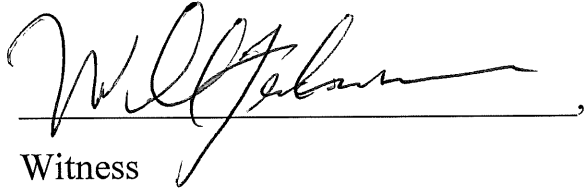
Exhibit E. Plaintiffs 3<sup>rd</sup> Notice to PHH Mortgage.

## **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the previous four pages of this **FINAL NOTICE OF DEFAULT \* NOTICE TO CEASE AND DESIST IN YOUR FRAUDULENT ACTIVITIES \* FINAL NOTICE OF RELEASE OF CLAIM \* PLAINTIFF'S FINAL NOTICE OF UNREBUTTED AFFIDAVIT AND DECLARATION OF THESE FACTS** has been sent to PHH Mortgage by way of **REGISTERED MAIL** to Defendants at their last known address: **PHH Mortgage, 1 Mortgage way MT Laurel NJ, 08054** on the 11<sup>th</sup> day of May, 2022.



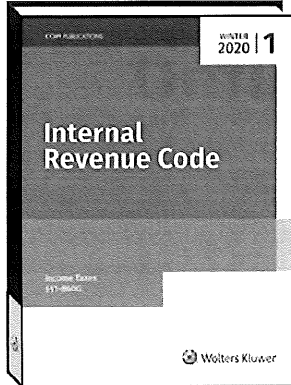
Karie A. Simmons

  
Witness



## **EXHIBIT A**

# Definition of “FRAUD”?

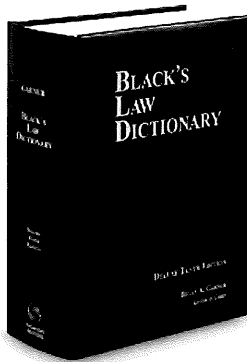


## INTERNAL REVENUE CODE (TITLE 26)

### Definition of “Fraud”:

#### 25.1.1.2 (01-23-2014) Definition of Fraud

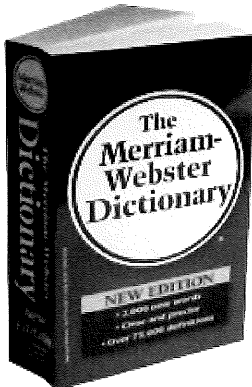
1. **Fraud** is deception by misrepresentation of material facts, or silence when good faith requires expression, which results in material damage to one who relies on it and has the right to rely on it. Simply stated, it is obtaining something of value from someone else through deceit.
2. Tax fraud is often defined as an intentional wrongdoing, on the part of a taxpayer, with the specific purpose of evading a tax known or believed to be owing. ...



## BLACK'S LAW DICTIONARY

### Definition of “Fraud”:

An intentional perversion of truth for the purpose of inducing another in reliance upon it to part with some valuable thing belonging to him or to surrender a legal right. A false representation of a matter of fact, whether by words or by conduct, by false or misleading allegations, or by concealment of that which should have been disclosed, which deceives and is intended to deceive another so that he shall act upon it to his legal injury... “Bad faith” and “fraud” are synonymous, and also synonyms of dishonesty, infidelity, faithlessness, perfidy, unfairness, etc.

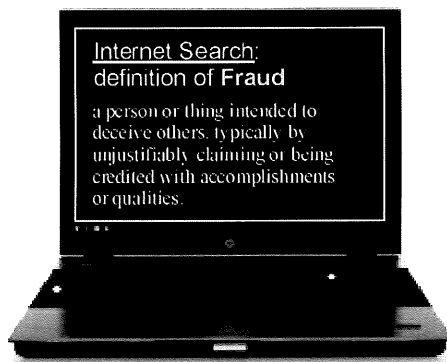


## THE MERRIAM-WEBSTER DICTIONARY

### Definition of “Fraud”: (frôd), *n*.

1. Deceit or trickery perpetuated for profit or to gain some unfair or dishonest advantage.
2. a particular instance or such deceit or trickery : *mail fraud*; *election fraud*.
3. something that is not what it pretends: *The relief program is a fraud.*
4. a deceitful person: imposer.

–Syn. See DECEIT



## INTERNET SEARCH

### Definition of “Fraud”: noun: **fraud**; plural noun: **frauds**

1. Wrongful or criminal deception intended to result in financial or personal gain.

*Similar:* fraudulence, cheating, swindling, trickery, deceit, deception, double-dealing, treachery, embezzlement, monkey business, funny business, crookedness, hanky-panky, shenanigans, flimflam, monkeyshines, trick, cheat, hoax, ruse, swindle, racket, scam, con, rip-off, leg-pull, sting, gyp, kite, diddle, fiddle, swizzle, boondoggle, hustle, grift, etc.



## **EXHIBIT B**

# UN-REBUTTED AFFIDAVIT

## FINAL NOTICE OF DEFAULT and AFFIANT'S FINAL NOTICE OF UNREBUTTED AFFIDAVIT AND DECLARATION OF THESE FACTS

MARK L. HATCHER, CLERK  
OF THE BANKRUPTCY COURT  
MAY 13 2022

RECEIVED  
Western District of Washington  
at Seattle

I, Karie A. Simmons, residing at 11127 NE 162<sup>nd</sup> St., Bothell, WA, herein referred to as and incorporated into this Affidavit as, "Affiant", do solemnly affirm and declare to the best of my abilities, verify, and state as follows:

1. Affiant is competent to state the matters set forth herein, and;
2. Affiant has first-hand personal knowledge of the facts stated herein, and;
3. Affiant states that all the facts stated herein are true, correct, and complete to the best of Affiant's knowledge. The information that is stated in Affiant's FINAL NOTICE OF DEFAULT and AFFIANT'S FINAL NOTICE OF UNREBUTTED AFFIDAVIT AND DECLARATION OF THESE FACTS is accurately stated. If called upon as a witness, Affiant will testify to the veracity of Affiant's personal understandings and reasons for the drafting of this sworn Un-Rebutted affidavit, and;
4. Affiant has acted in "Good Faith and in Honor" by notifying PHH MORTGAGE with this Unrebutted Affidavit that needs to immediately File their "Release of Claim" in Affiant's bankruptcy Case No. 2210270, within the 10 days from the date that PHH MORTGAGE receives this Notice, to voluntarily file their "Release of Claim". If PHH MORTGAGE "willfully fails to produce" the "Release of Claim" to the bankruptcy Court in the time allowed, "PHH MORTGAGE" will then be in Administrative Default, and;
5. Affiant next states that this inaction in no. 4 would create a "tacit agreement" in which PHH MORTGAGE would acquiesce by their silence and or their non-response when required to do so, means tacit acceptance. (See Black's Law Dictionary 4<sup>th</sup> Edition) PHH MORTGAGE's inaction will then allow Affiant the right to seek a lawful remedy, and file a motion with the bankruptcy Court, to petition the Court to have "PHH MORTGAGE's" alleged "Secured Debt" to be

lawfully discharged within the instant bankruptcy Case, to protect Affiant's lawful interest in her Estate, and;

6. Affiant has consistently Acted in **"Good faith and in Honor in this Case"** by sending **PHH MORTGAGE** three previous CERTIFIED and or REGISTERED MAIL NOTICES, as well as Affiant's Sworn Affidavits that are enclosed and attached herein as Exhibits C, D and E to insure that **"PHH MORTGAGE"** has been timely notified of all aspects and important dates of Affiant's current **"Chapter 13 bankruptcy"** status, and;

7. Affiant states that, as of today's date, **PHH MORTGAGE** and or their legal Representatives have remained **"Absolutely Silent"** to Affiant's three previous CERTIFIED or REGISTERED MAIL NOTICES, and all of Affiant's Sworn Affidavits, and Affiant's Unrebutted Affidavits. To this date, **PHH MORTGAGE** has **"Willfully refused to respond"** to all of Affiant's written correspondences, and;

8. Affiant has therefore has accepted **PHH MORTGAGE** 's Silence, their Non-Response, their Non-Rebuttal to all of Affiant's Legal Notices, Affiant's Sworn Affidavits and Affiant's Sworn Unrebutted Affidavits that Affiant timely filed and served upon **PHH MORTGAGE**, which are all listed in Exhibits C, D and E of this **"Final Notice of Default and Affiant's Final Notice of Unrebutted Affidavit and Declaration of these Facts"**, and;

9. Because of these actions and or inactions Affiant hereby accepts **PHH MORTGAGE** 's **"willfull failure to timely respond"** as required by law. These inactions which have now become lawful evidence, that **PHH MORTGAGE** and or their legal Representatives have **"lawfully acquiesced"** via **"Tacit Agreement"** to Affiant's Affidavit's and Unrebutted Affidavit's, and;

10. Because of **PHH MORTGAGE** 's **"willful failure to appear"** at Affiant's **"Chapter 13 bankruptcy"** and defend their alleged Secure Creditors Claim in Affiant's two 341 Creditors meetings, and **PHH MORTGAGE** 's **"willful failure to timely file their Proof of Claim"** as required by law, these actions and inactions have now become lawful evidence, that **"PHH MORTGAGE"** and or their legal Representatives have **"lawfully acquiesced"** via **"Tacit Agreement"** to all the matters as outlined within the pages of all of Affiant's previous Legal Notices, Affiant's Sworn Affidavits, Affiant's Unrebutted Affidavit's and all of Affiant's CERTIFIED AND REGISTERED MAILINGS that are enclosed and attached to this Unrebutted Affidavit marked as Exhibits C, D and E, and;

11. Affiant further states that an **“Un-Rebutted Affidavit”**, after 10 days from the date it is received, stands as **“Truth in Commerce”**. Further, an **“Un-Rebutted Affidavit”** after 10 days from the date of its receipt becomes the **“Judgment in Commerce”**. (See Exhibit 1) Therefore, because of **“PHH MORTGAGE ”** and or their legal Representatives absolute Silence, their Non-Response, their Non-Rebuttal, of Affiant’s Correspondence, and Affiant’s Sworn Affidavits, Affiant’s Unrebutted Affidavits, as well as the ’s **“Willful Failure to File their Proof of Claim”** or even show up for their last two 341 Creditors Meetings, **PHH MORTGAGE** from this point forward, has no lawful Standing in this instant Chapter 13 bankruptcy Case, and;

12. Further, **PHH MORTGAGE** in their actions and or inactions have created a lawful **“Tacit Agreement” between the two parties, because of their silence and non-performance** and all the Information that was within Affiant’s three Correspondence’s that were sent to **PHH MORTGAGE** , now **“Stands as the truth”**, and has become the standing Lawful Evidence in this Chapter 13 bankruptcy Case and the Un-Rebutted Affidavits have now become the **“Judgment in Commerce”**, (See Exhibit 1) and;

13. In conclusion, Affiant further states and reiterates, that the Unanswered **“UN-REBUTTED AFFIDAVITS”** and the documented **“Unanswered Correspondence”** that are attached to this Unrebutted Affidavit in this Mailing, now become and stand as lawfully admissible relevant evidence, and the true evidentiary facts in Affiant’s **“Chapter 13 bankruptcy Case”**. As of the date of this Affidavit, these documents have now become the **“Unchallenged Factual Evidence”** in its **“Un-Rebutted Written Form”**, and;

14. It is further agreed by the parties that by this **“Tacit Agreement”** that **PHH MORTGAGE** has lawfully Acquiesced to all this, by their actions and or their inactions, and that there is no longer any **“Argument or Controversy”** on the facts, the language or the word usage in Affiant’s past three CERTIFIED AND REGESTERED PHH MORTGAGE letters, and all the Exhibits that were attached to them, Affiant’s past two Affidavits, Affiant’s past Unrebutted Affidavit now **“Stands as the Truth”** and the Unrebutted Affidavits now stand as the **“Judgment in Commerce”** on this Matter (See Exhibit 1) and;

15. In closing, **“it is also agreed by all parties”** that all this information that has now been filed within this instant Chapter 13 bankruptcy Case, can now be

lawfully used as the relevant evidence and the evidentiary facts, that will be used by the Affiant for future Motions and Petitions, to be filed by Affiant in this instant Case and other Cases in the future, if necessary.

FURTHER AFFIANT SAYETH NAUGHT.

Under the PENALTY OF PERJURY, under the laws of the State of Washington, I certify that this **“UN-REBUTTED AFFIDAVIT”, FINAL NOTICE OF DEFAULT AND AFFIANT’S FINAL NOTICE OF UNREBUTTED AFFIDAVIT AND DECLARATION OF THESE FACT** identified above, is true and correct, and that the four page Letter that I drafted entitled **“FINAL NOTICE OF DEFAULT \* NOTICE TO CEASE AND DESIST IN DEFENDANT’S FRAUDULANT ACTIVITIES \*** is to the best of my understanding and knowledge has been done in **“Good Faith and in Honor”**. I have also sent this Affidavit and my **“NOTICE OF DEFAULT”** letter to provide **PHH MORTGAGE** with detailed instructions and an outline of the time they have to voluntarily file their **“RELEASE OF CLAIM”** within Affiant’s instant Chapter 13 bankruptcy Case.

\_\_\_\_\_ Date \_\_\_\_\_

Karie A. Simmons

**Exhibit 1 Enclosed:** Two page legal research from **CASEMINE** law research on the **“Maxims of Law”** and up to date Court Case research on **“Affidavits and Un-Rebutted Affidavits”**.

# C A S E M I N E \* R E S E A R C H

## On Affidavits and Unrebutted Affidavits

### 1. **Cite text. Cases cited for the legal proposition you have searched for.**

In this case.....Plaintiff asserts that the Court is bound by a variety of “maxims of law”, such as an **unrebutted affidavit** stands as....UCC’s “underlying purposes and policies”. Va. Code Ann §§ 8.1A-204,-201(16), -103. None of these provisions suggests that failure to respond to an “**Affidavit of Truth**” within ten days constitutes an....state a claim upon which relief can be granted. Accepting all factual allegations in Plaintiff’s complaint as true and drawing all reasonable inferences in her favor, I find that the Plaintiff has pleaded ...

Motion to dismiss: Granted

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### 2. **Bey v. Stumpf**

COURT: UNITED STATES OF DISTRICT COURT, D. NEW JERSEY

DATE: OCT 17, 2001 CITED BY: 26 CORAM:1

In this case..... **Unrebutted Affidavit Stands as Truth in Commerce \***  
**An Unrebutted Affidavit Becomes the Judgment in Commerce \*** He Who  
Leaves the Battlefield First Loses..... this Writ/Petition has not rebutted and this  
issue **stands as Judgment**. Again! \* In Commerce **Truth is Sovereign \* Truth**  
**is Expressed in the Form of an Affidavit.....Stands as Truth in Commerce \***  
**An Unrebutted Affidavit becomes the Judgment in Commerce \*** He who  
leaves the Battlefield first loses.....

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### 3. **Kapenda v. Parker**

COURT: COURT OF APPEALS OF OHIO TENTH APPELLATE DISTRICT

DATE: MAY 7, 2019 CITED BY: 0 CORAM: 1

In this case..... 6:3-5 19:11-13; Num. 30:2; Matt. The fifth (5<sup>th</sup>) maxim of law says, An **unrebutted affidavit stands as truth in commerce** Exhibit (C) An injunction was given to prosecutor Dyal Kenner..... Magistrate on April 9, 2018, and argues that his submittal of **unrebutted affidavits.....**

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4. **Black v. Van Schiver**

COURT: UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA

DATE: SEPT 1, 2016 Motion to dismiss: Granted

In this case..... **Truth is expressed in the form of an Affidavit. An un rebutted affidavit stands as truth in commerce. An un rebutted affidavit becomes judgment. (Doc. No. 1 at 14-15.)** Finally, plaintiff asserts that one of the exhibits submitted with his complaint is his **“Affidavit of Truth”**.....

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5. **Adkins v. Kentucky**

COURT: UNITED STATES DISTRICT COURT WESTERN DISTRICT OF KENTUCKY LOUISVILLE DIVISION

DATE: DEC 12 2018 CORAM: 1

In this case..... it discusses an **affidavit** which Petitioner apparently signed. It states, **“Truth** as a valid statement of reality is sovereign in commerce; An **un rebutted affidavit** or declaration stands as.... **An un rebutted affidavit is acted upon as the judgement in commerce;** Guaranteed – All men/women shall have a remedy by the due course of law... Elizabeth Adkins initiated this pro se action by filling a document caption as a “Writ of Execution or Judicial Order Enforcing Judgment

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6. **Chyba v. First Fin. Asset Mgmt. Inc**

COURT: UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA DATE: APR 30, 2013 CORAM: 1

In this case....Third, Plaintiff claims that the Defendant did not rebut her Affidavit with an affidavit, and that an **un rebutted affidavit stands as truth. ...**

**Plaintiff’s Affidavit** as an initial matter, this Court addresses a dispute between the parties concerning the propriety of evidence offered by Plaintiff. As part of her Opposition to... counsel was submitted as evidence. Second, plaintiff claims that Defendant **did not rebut Plaintiff’s affidavit in a timely manner proper format under the local rules** and.....





## **EXHIBIT C**

IN THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE  
CHAPTER 13 BANKRUPTCY

Date March 18<sup>th</sup> 2022

Case no. 2210270

Karie A. Simmons  
11127 NE 162<sup>ND</sup> St.  
Bothell, WA 98011  
Plaintiff,

PETITION FOR A VERIFICATION OF  
PROOF OF CLAIM OF YOUR  
DEBT OR INTREST IN THIS REAL  
PROPERTY OR RELEASE OF CLAIM

vs.

PHH Mortgage  
1 Mortgage Way  
Mt. Laurel, NJ 08054  
Defendant,

**PETITION FOR A VERIFICATION OF DEBT**

Reference TIN# 22-2195996

Account No. 7131401882

Plaintiff, Karie A. Simmons, does hereby lawfully request verification from PHH Mortgage of the alleged debt, encumbrance, or interest in or on the property referenced in the PHH Account No. above, in the form of a **“Proof of Claim”**. This documentation is necessary in order to establish whether PHH Mortgage, in this Case, has a lawful standing to bring forth remedies entitled to the Defendant in this instant Case. The Plaintiff in this instant case does hereby lawfully request the Defendant listed in this Case No. 2210270 **to produce the following documents** (listed on page 2), to be listed within your **“PROOF OF CLAIM” as lawful evidence and verification of your claim**. This action needs to be completed within the next 15 days from the Date of this Notice for the purpose of verification of the debt, encumbrance or interest in the real property noted above or your written **“Release of Claim”** to this property.

1. **Produce** the **Original “WET INK” Signature Promissory note** signed by the Defendant Karie A. Simmons in association with the loan pursuant to USC Title 18, Part 1, Chapter 101 § 2071.

2. **Provide proof** that the Defendant is in fact the **Lawful Note Holder in Due Course**, and that PHH Mortgage has a **“lawful standing as a Party of Interest”** in the original Promissory Note. This is because the Plaintiff has reason to believe that the Defendant might have bought an interest in the alleged Promissory Note, under a Mortgage-backed Securities Interest from another Mortgage Company, and that the Defendant is not a lawful party to, or within, the original Promissory Note.

3. Defendant **“must stipulate to Plaintiff in this case via a Lawful Affidavit”** signed under the “Penalty of Perjury” by someone who can be lawfully subpoenaed, who is able to show Proof that the Defendant in this instant case is in fact a **“Lawful Secured Creditor of the original Loan/Security Instrument”**. In this case, a Lawful Secured Creditor needs to show true double entry accounting of this debt as evidence of the transaction, within the original loan to the Plaintiff, according to the Generally Accepted Accounting Principles. (GAAP)

4. If the **“Defendant is unable”** to or for whatever reason cannot produce a **Lawful Proof of Claim that is signed under Penalty of Perjury**, PHH Mortgage will be unable to have any Lawful standing in this instant Case, or any other future controversy or claim concerning this matter.

5. If the Defendant in this case is **“unable to produce”** a **“Lawful Proof of Claim”**, signed under the **Penalty of Perjury**, then the Plaintiff in this Case, will pray to the Court to ask for an Order to have the Defendant’s Alleged Debt discharged in favor of the Plaintiff. Then Plaintiff will be free to seek whatever lawful remedies or recourses that are due to the Plaintiff in this instant Case.

6. Defendants **“failure to respond”** to this letter will be taken by the Plaintiff as a Dishonor, and that the Defendant is acting in Bad Faith in this matter. Further, Defendant’s Silence will be used as evidence that Defendant has acquiesced in this matter, and it will be treated as an Administrative Default, per the Administrative Procedures Act of 1946. Further, if Defendant **“fails to respond”** within the time allowed in this Notice, Defendant’s **“Alleged Secured Debt”** will have no legal standing in this instant Case before this Bankruptcy Court.

7. Defendant’s **“failure to produce”** the **Original “WET INK” Signature on the Original Promissory note** will be taken by the Plaintiff as a Dishonor, and that the Defendant is acting in Bad Faith. Further, Defendant’s Silence will be used as evidence that PHH Mortgage has acquiesced in this matter, and it will be treated as an **“Administrative Default”** as per the Administrative Procedures Act of 1946. In closing, Defendant’s **“failure to produce”** the documentation requested in this Petition will become the evidence that the Defendant’s Secured Creditor position in this matter, lacks the necessary lawful elements for a **“Valid Proof of Claim”**, and is therefore moot, in this instant Bankruptcy Case.

Sincerely,

Karie A Simmons Date 3/18/22  
Karie A. Simmons, Plaintiff

### **CERTIFICATE OF SERVICE**

I HERBY CERTIFY that a true and correct copy of the previous two pages of this **PETITION FOR A VERIFICATION OF DEBT** has been sent to PHH MORTGAGE by way of **REGISTERED MAIL** to Defendant's at their last known address: 1 Mortgage Way Mt. Laurel NJ, 08054 on this \_\_\_\_ day of March 2022.

Karie A Simmons  
Karie A Simmons

\_\_\_\_\_  
Witness

REGISTERED MAIL NO. \_\_\_\_\_

\* Note Original Copy Sent had Witness Signature

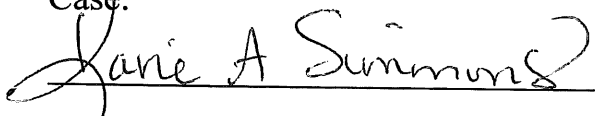
# AFFIDAVIT AND DECLARATION OF FACTS OF "PETITION FOR A VERIFICATION OF DEBT"

I, Karie A. Simmons, residing at 11127 NE 162<sup>nd</sup> St., Bothell, WA, herein referred to as and incorporated into this Affidavit as, "Affiant", does solemnly affirm, declare to the best of her abilities, verify, and state as follows:

1. Affiant is competent to state the matters set forth herein, and;
2. Affiant has first-hand personal knowledge of the facts stated herein, and;
3. Affiant states that all the fact stated herein are true, correct, and complete to the best of my knowledge of the information that is stated in my PETITION FOR A VERIFICATION OF DEBT that I authored on March 18/2022. If called upon as a witness, Affiant will testify to the veracity of my personal understandings and reasons for the drafting of this document.
4. Affiant has acted in "Good Faith and in Honor" by sending PHH Mortgage a lawful copy of this document to allow them to have the time that they need to File their "Proof of Claim" in my Bankruptcy Case No. 2210270. I have also given them a detailed outline of information and the evidence that they will need to produce in order to substantiate their claim and to provide the necessary lawful elements for them to provide a **"Valid Claim within their Proof of Claim"** within my instant Bankruptcy Case.

FURTHER AFFIANT SAYETH NAUGHT.

"Under the PENALTY OF PERJURY, under the laws of the State of Washington, I certify that this "AFFIDAVIT AND DECLARATION OF FACTS, identified above, is true and correct, and that my 3-page Letter entitled PETITION FOR A VERIFICATION OF DEBT, that I drafted is to the best of my understanding and knowledge is done in Good Faith. I have sent it in advance to provide PHH Mortgage with a detailed outline of the necessary lawful elements that they will need, in order to substantiate their "Proof of Claim" within my instant Bankruptcy Case.

 Date 3/18/22

Karie A. Simmons

Exhibit enclosed: 3-page Letter from Karie A. Simmons to PHH Mortgage.

## **EXHIBIT D**

My Copy

IN THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE CHAPTER 13 BANKRUPTCY

Date April 8<sup>th</sup>, 2022

Case no. 2210270

Karie A. Simmons  
11127 NE 162<sup>ND</sup> St.  
Bothell, WA 98011

Plaintiff,

vs.

PHH MORTGAGE  
1 Mortgage Way  
Mt. Laurel, NJ 08054  
Defendant,

NOTICE OF DEFAULT AND DEMAND  
THAT YOU FILE YOUR "PROOF OF  
CLAIM" OR "RELEASE OF CLAIM"

**REGISTERED MAIL NO.**  
\_\_\_\_\_

**NOTICE OF DEFAULT AND DEMAND THAT YOU  
FILE YOUR "PROOF OF CLAIM" OR "RELEASE OF CLAIM"**

Reference TIN# 22-2195996

Account No. 7131401882

Plaintiff, Karie A. Simmons, does hereby "*lawfully notice*" PHH MORTGAGE that you failed to file your "**Proof of Claim**" in the above listed Bankruptcy Case. You also failed to show up at your 341 Creditors Meeting on April 4, 2022. Further, you were lawfully put on **Notice of this Pending Case** via a Certified Letter, that I previously sent you marked, Exhibit A in this letter. This is your "**2<sup>nd</sup> Notice and Demand**", to remind you that if you do have a lawful claim in this Bankruptcy Estate listed above, that you must immediately file your "**Proof of Claim**" within the next 10 days from the date of this Certified letter to secure your lien, encumbrance or your lawful interest in or on the property referenced in this Bankruptcy Case No.

2210270. If you do not have a lawful or valid claim, then file a “RELEASE OF CLAIM” in the interest of the Plaintiff within this case.

This documentation that is demanded is necessary in order to establish whether PHH MORTGAGE, does or does not have a lawful standing to bring forth remedies entitled to the Defendant in this instant Case. The Plaintiff in this instant case does hereby lawfully request the Defendant listed in this Case No. 2210270 to also produce the following documents listed below in numbers 1-7. These documents must be listed or attached to your “PROOF OF CLAIM” as lawful evidence to verify and validate your claim. Failure to do so, in the time the law requires you to do so, could result in the Lawful discharge of your alleged debt that is listed on the previous debt related documents that you have sent me, and that I have personally filed in this Bankruptcy Case.

This lawful action needs to be completed by you or your lawfully appointed legal representative immediately, within the next 10 days from the Date of this Notice, for the purpose of validation and verification of your alleged debt, encumbrance or interest in the real property noted above or your written and signed “Release of Claim” to this property and or estate.

1. Produce the Original “WET INK” Signature Promissory note signed by the Defendant Karie A. Simmons in association with the loan pursuant to USC Title 18, Part 1, Chapter 101 § 2071.

2. Provide proof that the Defendant is in fact the Lawful Note Holder in Due Course, and that PHH MORTGAGE has a “lawful standing as a Party of Interest” in the original Promissory Note. This is because the Plaintiff has reason to believe that the Defendant might have bought an interest in the alleged Promissory Note, under a Mortgage backed Securities Interest from another Mortgage Company, that the Defendant is not a lawful party to, or within, the original Promissory Note.

3. Defendant “must stipulate to Plaintiff in this case via a Lawful Affidavit” signed under the “Penalty of Perjury” by someone who can be lawfully subpoenaed, who is able to show documented Proof and Bona Fided evidence that the Defendant in this instant case is in fact a “Lawful Secured Creditor of the original Loan/Security Instrument”. In this case, a Lawful Secured Creditor needs to also show true double entry accounting of this debt as evidence of the transaction, within the original loan to the Plaintiff and the Bankruptcy Court, according to the Generally Accepted Accounting Principles. (GAAP)

4. If the “Defendant is unable” to or for whatever reason cannot produce a Lawful “Proof of Claim” that is signed under Penalty of Perjury, PHH MORTGAGE will be unable to have any Lawful standing in this instant Case, or any other future controversy or claim concerning this matter.

5. If the Defendant in this case is “unable to produce” a “Lawful Proof of Claim”, signed under the Penalty of Perjury, then the Plaintiff in this Case, will pray to the Court and ask for an Order to have the Defendant’s Alleged Debt discharged in favor of the

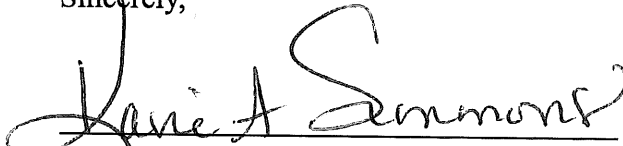


Plaintiff. Then Plaintiff will be free to seek whatever lawful remedies or resources that are due to the Plaintiff in this instant Case.

6. Defendant's "**failure to respond**" to this letter will be taken by the Plaintiff as a Dishonor, and that the Defendant is acting in Bad Faith in this matter. Further, Defendant's Silence will be used as evidence that Defendant has acquiesced in this matter, and it will be treated as an Administrative Default, per the Administrative Procedures Act of 1946. Further, if Defendant "**fails to respond**" within the time allowed in this Notice, Defendant's "**Alleged Secured Debt**" will have no legal standing in this instant Case before this Bankruptcy Court.

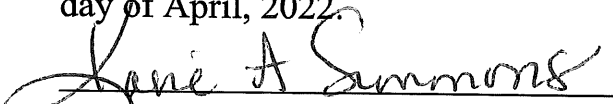
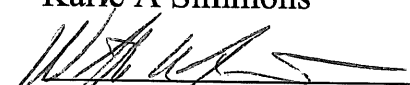
7. Defendant's "**failure to produce**" the Original "**WET INK**" Signature on the Original Promissory note will be taken by the Plaintiff as a Dishonor, and that the Defendant is acting in Bad Faith. Further, Defendant's Silence will be used as evidence that PHH MORTGAGE has acquiesced in this matter, and it will be treated as an "**Administrative Default**" as per the Administrative Procedures Act of 1946. In closing, Defendant's "**failure to produce**" the documentation requested in this Petition will become the evidence that the Defendant's Secured Creditor position in this matter, lacks the necessary lawful elements for a "**Valid Proof of Claim**", and is therefore moot, and lawfully dischargeable within this instant Bankruptcy Case.

Sincerely,

 Date 4/8/22  
Karie A. Simmons, Plaintiff

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the previous three pages of this **NOTICE OF DEFAULT AND DEMAND THAT YOU FILE YOUR "PROOF OF CLAIM" OR "RELEASE OF CLAIM"** has been sent to PHH MORTGAGE by way of **REGISTERED MAIL** to Defendant's at their last known address: PHH MORTGAGE, 1 Mortgage Way, Mt. Laurel, NJ 08054 on this 8<sup>th</sup> day of April, 2022.

  
Karie A Simmons  
  
Witness

My Copy

**AFFIDAVIT AND DECLARATION OF FACTS**  
**OF "NOTICE OF DEFAULT AND DEMAND" THAT YOU**  
**FILE YOUR "PROOF OF CLAIM" OR "RELEASE OF CLAIM"**

I, Karie A. Simmons, residing at 11127 NE 162<sup>nd</sup> St., Bothell, WA, herein referred to as and incorporated into this Affidavit as, "Affiant", does solemnly affirm, declare to the best of her abilities, verify, and state as follows:

1. Affiant is competent to state the matters set forth herein, and;
2. Affiant has first-hand personal knowledge of the facts stated herein, and;
3. Affiant states that all the facts stated herein are true, correct, and complete to the best of my knowledge of the information that is stated in my **NOTICE OF DEFAULT AND DEMAND" THAT YOU FILE YOUR "PROOF OF CLAIM" OR "RELEASE OF CLAIM"** that I authored on April 8<sup>th</sup> /2022. If called upon as a witness, Affiant will testify to the veracity of my personal understandings and reasons for the drafting of this document.
4. Affiant has acted in "Good Faith and in Honor" by sending **PHH MORTGAGE** a lawful copy of the document identified in paragraph above, to allow them to have the time that they need to File their "Proof of Claim" or "Release of Claim" in my Bankruptcy Case No. 2210270. I have also given the Bank a detailed outline of information and the evidence that they will need to produce and attach to their "Proof of Claim" or "Release of Claim", in order to substantiate their claim and to provide the necessary lawful elements for them to provide a **"Valid Proof of Claim"** within my instant Bankruptcy Case.

FURTHER AFFIANT SAYETH NAUGHT.

Under the PENALTY OF PERJURY, under the laws of the State of Washington, I certify that this **"AFFIDAVIT AND DECLARATION OF FACTS"**, identified above, is true and correct, and that my 3-page Letter that I drafted entitled **"NOTICE OF DEFAULT AND DEMAND" THAT YOU FILE YOUR "PROOF OF CLAIM" OR "RELEASE OF CLAIM"** is to the best of my

understanding and knowledge done in Good Faith. I have sent this Affidavit and my **NOTICE OF DEFAULT AND DEMAND** letter to provide **PHH MORTGAGE** with a detailed outline of the necessary lawful elements that they will need, in order to substantiate their "Proof of Claim" or their "Release of Claim", within my instant Bankruptcy Case.

Karie A. Simmons Date 4/8/22

Karie A. Simmons

**Exhibit A** enclosed: 3-page Letter from Karie A. Simmons that was sent via REGISTERED Mail to **PHH MORTGAGE**.

## **EXHIBIT E**

my copy

IN THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE CHAPTER 13 BANKRUPTCY

Date April 18<sup>th</sup>, 2022

Case no. 2210270

Karie A. Simmons  
11127 NE 162<sup>nd</sup> St.  
Bothell, WA 98011

Plaintiff,

vs.

PHH Mortgage  
1 Mortgage Way  
MT Laurel NJ, 08054

Defendant,

FINAL NOTICE OF DEFAULT AND MY  
UN-REBUTTED AFFIDAVIT AND  
DECLARATION OF THESE FACTS

**REGISTERED MAIL NO.**

---

**NOTICE OF DEFAULT AND MY UN-REBUTTED**  
**"AFFIDAVIT AND DECLARATION OF THESE FACTS"**

Reference TIN# 22-2195996

Account No. 7131401882

Plaintiff, Karie A. Simmons, does hereby "lawfully notice" PHH Mortgage, that as of this date you failed to file your "Proof of Claim" in the above listed Bankruptcy Case. You also failed to show up at your 341 Creditors Meeting on April 11, 2022. Further, you were lawfully **put on Notice of this Pending Case** via 3 Certified Letters, that I previously sent you marked, Exhibits A, B, and C in this letter. This is your "**3<sup>rd</sup> and Final Notice of Your Default**", to remind you that you had a lawful duty under the Bankruptcy Laws to file a **Valid Proof of Claim** in this Bankruptcy Estate listed above to protect any lawful interest that you might have had in this Estate. **Because you have not filed a lawful or valid "Proof of Claim" within the time the law required you to do so, then your nonperformance in this matter is the proof that you have no valid or lawful interest in the specific Bankruptcy Estate. Therefore, this is your Final Notice to file a "RELEASE OF CLAIM" IMMEDIATELY, in the interest of the Plaintiff within this specific case, or if the Plaintiff in this case does not receive it within the next 10 days from the date of this Notice, the PLAINTIFF WILL EXERSIZE HER RIGHT AND FILE A MOTION WITH THE BANKRUPTCY COURT TO HAVE DEFENDANT'S ALLEGED DEBT LAWFULLY DISCHARGED IN FULL, TO PROTECT THE PLAINTIFF'S INTEREST IN HER ESTATE.**

The only documentation that is demanded or required from you at this time, is the **“Release of Claim”**, as you have waved your legal right to file a lawful **“PROOF OF CLAIM”**. **PHH Mortgage**, is now in Default and has acquiesced by its silence, and does not at this time have a lawful standing or bases to bring forth any lawful remedies that they would have been entitled to the Defendant in this instant Case, had the Defendants filed their **“PROOF OF CLAIM”** within the time allowed within this instance Bankrupt Case. This final lawful action needs to be completed by you or your lawfully appointed legal representative immediately, within the next 10 days from the Date of this Notice, for the purpose of voluntarily **“Releasing your interest or Claim”** to this property and or estate.

Defendant’s **“failure to respond”** to this **“Notice of Default”** will be taken by the Plaintiff as a **Dishonor**, in that the Defendant is and has been acting in **Bad Faith** in this matter. Further, Defendant’s Silence will now be used as evidence by the Plaintiff that the Defendant in this Case has acquiesced in this matter. Therefore it will be treated as an Administrative Default, per the Administrative Procedures Act of 1946. Further, if Defendant **“fails to respond”** voluntarily within the time allowed in this **“Notice of Default”**, Defendant’s silence will give the Plaintiff in this instant case the lawful right to file a MOTION WITHIN THE BANKRUPTCY COURT TO HAVE YOUR ALLEDGED SECURED DEBT LAWFULLY DISCHARGED IN FULL, TO PROTECT THE PLAINTIFF’S INTEREST IN HER ESTATE.

Defendant’s **“failure to produce”** the **Original “WET INK” Signature on the Original Promissory note** has been taken by the Plaintiff as a Dishonor, and the Defendant is and has been acting in Bad Faith and in Dishonor in every step of the instant Bankruptcy proceedings. Further, Defendant’s Silence by not showing up at the 341 Creditors meeting on April 11<sup>th</sup> 2022, will now be used as evidence that **PHH Mortgage** has acquiesced in this matter, and it will be treated as an **“Administrative Default”**, as per the Administrative Procedures Act of 1946.

Defendant’s **“failure to produce”** the required documentation that was sent to **“PHH Mortgage”** in the past 2 CERTIFIED or REGISTERED MAILINGS, has become the lawful evidence that the Defendant’s Secured Creditor position in this matter lacked the necessary lawful elements for the Defendants to file a **“Valid Proof of Claim”**. Therefore, the question of “PHH Mortgage’s” alledged Secured Creditors’ Debt is hereby moot, and lawfully dischargeable within this instant Bankruptcy Case.

Sincerely,

\_\_\_\_\_ Date \_\_\_\_\_

Karie A. Simmons, Plaintiff

Enclosed Exhibits:

Exhibit A. Plaintiffs first Notice to PHH Mortgage.

Exhibit B. Plaintiffs 2<sup>nd</sup> Notice to PHH Mortgage.

Exhibit C: Plaintiffs 3<sup>rd</sup> Notice to PHH Mortgage.

## **CERTIFICATE OF SERVICE**

I HERBY CERTIFY that a true and correct copy of the previous two pages of this **“NOTICE OF DEFAULT AND MY UN-REBUTTED AFFIDAVIT AND DECLARATION OF THESE FACTS”** has been sent to PHH Mortgage by way of **REGISTERED MAIL** to Defendants at their last known address: **PHH Mortgage, 1 Mortgage Way MT Laurel NJ, 08054** on this 8<sup>th</sup> day of April, 2022.

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Karie A. Simmons

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Witness

My Copy

## UN-REBUTTED AFFIDAVIT

### NOTICE OF DEFAULT AND AFFIANT'S UN-REBUTTED "AFFIDAVIT AND DECLARATION OF THESE FACTS"

I, Karie A. Simmons, residing at 11127 NE 162<sup>nd</sup> St., Bothell, WA, herein referred to as and incorporated into this Affidavit as, "Affiant", do solemnly affirm and declare to the best of my abilities, verify, and state as follows:

1. Affiant is competent to state the matters set forth herein, and;
2. Affiant has first-hand personal knowledge of the facts stated herein, and;
3. Affiant states that all the facts stated herein are true, correct, and complete to the best of my knowledge, the information that is stated in my **NOTICE OF DEFAULT AND AFFIANT'S UN-REBUTTED "AFFIDAVIT AND DECLARATION OF THESE FACTS"** is accurately stated. If called upon as a witness, Affiant will testify to the veracity of my personal understandings and reasons for the drafting of this sworn Un-Rebutted affidavit, and;
4. Affiant has acted in "**Good Faith and in Honor**" by sending **PHH Mortgage** a lawful copy of the document identified in the paragraph above, to notify them that they need to immediately File their "**Release of Claim**" in Affiant's Bankruptcy Case No. 2210270, within the next 10 days from the 18<sup>th</sup> of April 2022, to voluntarily file their "**Release of Claim**". In their "**failure to produce**" the "Release of Claim" to the Bankruptcy Court in the time allowed, "**PHH Mortgage**" will then be in Default, **therefore**, acquiescing, by their silence, which will then allow Affiant the lawful right to exercise my lawful right to seek a lawful remedy, and file a motion with the Bankruptcy Court, to have "**PHH Mortgage's**" alleged "Secured Debt" be lawfully discharged within the instant Bankruptcy Case, to protect Affiant's lawful interest in her Estate, and;
5. Affiant has Acted in "**Good faith and in Honor**" by sending "**PHH Mortgage**" three CERTIFIED and REGISTERED MAIL NOTICES, as well as Affiant's Sworn Affidavits that are enclosed and attached herein as Exhibits A, B, and C, to insure that "**PHH Mortgage**" has been timely notified of all aspects and important dates of Affiant's current "**Chapter 13 Bankruptcy**" status, and;
6. Affiant states that, as of today's date, "**PHH Mortgage**" and or their legal Representatives have remained "**Absolutely Silent**" to Affiant's three Certified



and REGISTERED MAIL NOTICES, as well as all of Affiant's Sworn Affidavits that were attached to them. **"PHH Mortgage"** and or their legal Representatives have willfully refused to file their **"Proof of Claim"** and or meet with the appointed Bankruptcy Trustee in Affiant's **"341 Creditors Meetings"** to defend the Bank's alleged Claim of Secured Debt, and;

7. Affiant has therefore has accepted **"PHH Mortgage's"** Silence, their Non-Response, their Non-Rebuttal of Affiant's Sworn Affidavits and Affiant's timely filed Notices that are all listed in Exhibits A, B, and C and their refusal to appear at Affiant's **"Chapter 13 Bankruptcy"** and defend their Claim in Affiant's estate. Therefore, their willful failure to timely file their **"Proof of Claim"** has now become lawful evidence, that **"PHH Mortgage"** and or their legal Representatives have **"lawfully acquiesced"** via **"Tacit Agreement"** to all the matters as outlined within the pages of Affiant's Sworn Affidavits and all of Affiant's CERTIFIED AND REGISTERED MAILINGS as listed in Affiant's enclosed Exhibits marked A, B, and C and;

8. In Closing, Affiant further states that an **"Un-Rebutted Affidavit"**, after 10 days from the date it is received, stands as **"Truth in Commerce"**. (See Exhibit 1) Further, an **"Un-Rebutted Affidavit"** becomes the **"Judgment in Commerce"**. (See Exhibit 1) Therefore, because of **"PHH Mortgage"** and or their legal Representatives absolute Silence, their Non-Response, their Non-Rebuttal, of Affiant's Correspondence, and Affiant's Sworn Affidavits, as well as their Willful Failure to File their "Proof of Claim" or even show up for their 341 Creditors Meeting, a lawful **"Tacit Agreement"** was created, and the Information in Affiant's Correspondence now **"Stands as the truth, and has become the Lawful Evidence standing as the Un-Rebutted Truth in Affiant's Chapter 13 Bankruptcy Case"**, and;

9. In conclusion, Affiant further states and reiterates, that the **"UN-REBUTTED AFFIDAVITS"** and the documented Unanswered Correspondence in this Mailing now stand as lawfully admissible facts in Affiant's **"Chapter 13 Bankruptcy Case"** as **"Unchallenged Factual Evidence"** in its Un-Rebutted written form. It is further agreed by the parties, that there is no longer any **"Argument or Controversy" on the facts, the language or the word usage in Affiant's past two Affidavit and Written Correspondence, as well as this current Affidavit, it's written correspondence and its Exhibits now "Stand as the Truth" and the "Judgment in Commerce" on this Matter, and can now be lawfully used in Affiant's instant Chapter 13 Bankruptcy Case as factual evidence for future Motions to be filed by Affiant. (See Exhibit 1)**

FURTHER AFFIANT SAYETH NAUGHT.

Under the PENALTY OF PERJURY, under the laws of the State of Washington, I certify that this **“UN-REBUTTED AFFIDAVIT”**, identified above, is true and correct, and that the three page Letter that I drafted entitled **“NOTICE OF DEFAULT AND MY UN-RUBUTTED AFFIDAVIT AND DECLARATION OF THESE FACTS”** (See Exhibit 2) is to the best of my understanding and knowledge done in **“Good Faith and in Honor”**. I have sent this Affidavit and my **“NOTICE OF DEFAULT”** letter to provide **PHH Mortgage** with a detailed instructions and an outline of the time they have to voluntarily file their **“RELEASE OF CLAIM”** within Affiant’s instant Chapter 13 Bankruptcy Case.

\_\_\_\_\_ Date \_\_\_\_\_

Karie A. Simmons

**Exhibit 1:** enclosed: Two page legal research from CASEMINE law research on the **“Maxims of Law”** and up to date Court Case research on **“Affidavits and Un-Rebutted Affidavits”**.

**Exhibit 2:** Letter dated April 18, 2022 from Karie A. Simmons that was sent via REGISTERED Mail to **PHH Mortgage**.

## **EXHIBIT 1**

# CASEMINE RESEARCH

## On Affidavits and Unrebutted Affidavits

### 1. Cite text. Cases cited for the legal proposition you have searched for.

In this case.....Plaintiff asserts that the Court is bound by a variety of “maxims of law”, such as an **unrebutted affidavit** stands as....UCC’s “underlying purposes and policies”. Va. Code Ann §§ 8.1A-204,-201(16), -103. None of these provisions suggests that failure to respond to an “**Affidavit of Truth**” within ten days constitutes an....state a claim upon which relief can be granted. Accepting all factual allegations in Plaintiff’s complaint as true and drawing all reasonable inferences in her favor, I find that the Plaintiff has pleaded ...

Motion to dismiss: Granted

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### 2. Bey v. Stumpf

COURT: UNITED STATES OF DISTRICT COURT, D. NEW JERSEY

DATE: OCT 17, 2001 CITED BY: 26 CORAM:1

In this case..... **Unrebutted Affidavit Stands as Truth in Commerce** \* **An Unrebutted Affidavit Becomes the Judgment in Commerce** \* He Who Leaves the Battlefield First Loses..... this Writ/Petition has not rebutted and this issue **stands as Judgment**. Again! \* In Commerce **Truth is Sovereign** \* **Truth is Expressed in the Form of an Affidavit**.....**Stands as Truth in Commerce** \* **An Unrebutted Affidavit Becomes the Judgment in Commerce** \* He who leaves the Battlefield first loses.....

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### 3. Kapenda v. Parker

COURT: COURT OF APPEALS OF OHIO TENTH APPELLATE DISTRICT

DATE: MAY 7, 2019 CITED BY: 0 CORAM: 1

In this case..... 6:3-5 19:11-13; Num. 30:2; Matt. The fifth (5<sup>th</sup>) maxim of law says, An **unrebutted affidavit stands as truth in commerce** Exhibit (C) An injunction was given to prosecutor Dyal Kenner..... Magistrate on April 9, 2018, and argues that his submittal of **unrebutted affidavits**.....

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### 4. Black v. Van Schiver

COURT: UNITED STATES DISTRICT COURT EASTERN DISTRICT OF CALIFORNIA

DATE: SEPT 1, 2016 Motion to dismiss: Granted

In this case..... **Truth is expressed in the form of an Affidavit. An un rebutted affidavit stands as truth in commerce. An un rebutted affidavit becomes judgment. (Doc. No. 1 at 14-15.)** Finally, plaintiff asserts that one of the exhibits submitted with his complaint is his **“Affidavit of Truth”**.....

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5. **Adkins v. Kentuchy**

COURT: UNITED STATES DISTRICT COURT WESTERN DISTRICT OF KENTUCKY LOUISVILLE DIVISION

DATE: DEC 12 2018 CORAM: 1

In this case..... it discusses an **affidavit** which Petitioner apparently signed. It states, **“Truth** as a valid statement of reality is sovereign in commerce; An **un rebutted affidavit** or declaration stands as.... An **un rebutted affidavit** is acted upon as the judgement in commerce; Guaranteed – All men/women shall have a remedy by the due course of law... Elizabeth Adkins initiated this pro se action by filling a document caption as a **“Writ of Execution or Judicial Order Enforcing Judgment**

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6. **Chyba v. First Fin. Asset Mgmt. Inc**

COURT: UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA DATE: APR 30, 2013 CORAM: 1

In this case....Third, Plaintiff claims that the Defendant did not rebut her Affidavit with an affidavit, and that an **un rebutted affidavit stands as truth. ... Plaintiff’s Affidavit** as an initial matter, this Court addresses a dispute between the parties concerning the propriety of evidence offered by Plaintiff. As part of her Opposition to... counsel was submitted as evidence. Second, plaintiff claims that Defendant **did not rebut Plaintiff’s affidavit in a timely manner proper format under the local rules** and.....